

UNOFFICIAL COPY

FORN NO. 2202
APRIL, 1930TRUST DEED
SECOND MORTGAGE (ILLINOIS)

A copy of the original instrument or of any instrument relating thereto
or a copy of any instrument relating thereto, by and witness, are enclosed.

THIS INDENTURE WITNESSETH that Anna Mae Basarich,
a widow

(hereinafter called the Grantor), of
1514 Morris Berkeley, Illinois
for and in consideration of the sum of Three Thousand and
00/100 (\$3,000.00)-----Dollars
in hand paid CONVEY AND WARRANT to National
Bank of Commerce
of 5500 St. Charles Berkeley, Illinois

as Trustee, and to his successors in trust hereinafter named, the following described real
estate, with the improvements thereon, including all heating, air conditioning, gas and
plumbing apparatus and fixtures, and everything appurtenant thereto, together with all
rents, issues and profits of said premises, situated in the County of Cook
and State of Illinois, to wit:

Lot 162 and the North 10 feet of Lot 163 in J.W. McCormack's Westmoreland
being a Subdivision in the West 1/2 of Fractional Section 8, Township 39
North, Range 12 East of the Third Principal Meridian North of the Indian
Boundary Line in Cook County, Illinois.

Property Address. 1514 Morris Avenue, Berkeley, Illinois 60163

Permanent Index #15-08-112-039

Herby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois

IN TRUST nevertheless, for the purpose of securing performance of the covenants and agreements herein

WITNESS: The Grantor is justly indebted upon **Installment promissory note** bearing even date herewith, payable

in 35 monthly payments of \$97.56 beginning June 10, 1988 with 1 final
payment of the balance due May 10, 1991.

Above Space For Recorder's Use Only

88202927

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in such installments provided, or according to any agreement extending time of payment; (2) to pay when due in each year all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage, to rebuild or restore all buildings and improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to take such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first holder of Mortgagor, and second, to the Trustee herein, as his interests may appear, which policies shall be kept in force until the indebtedness is fully paid, the principal, premium, interest, and the interest thereon, at the time of maturity, or the time of sale, or otherwise, as and when due and payable.

IN THE EVENT of failure to insure or pay taxes or assessments, or the premium thereon, or the cost of collection, or to pay any tax, fine or fine affecting said premises or pay delinquent im imbursements and the interest thereon from time to time, and all amounts so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 10% per cent plus amount shall be so much additional indebtedness secured thereby.

IN THE EVENT of breach of any of the aforesaid covenants or agreements the whole said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at 15.50 percent per annum, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements, and incurred in behalf of plaintiff in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, telegrapher's charges, cost of procuring or compiling abstract showing the whole title of said premises embracing foreclosure decree, shall be paid by the Grantor, and the like expenses and disbursements, as incurred by any sheriff or constable when in the service of any holder of any right to said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered, or in such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release given, until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid. The Grantor for the Grantor and for the heirs, executors, administrators, and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of said premises.

The name of a co-owner is **Anna Mae Basarich, a widow**

For the execution of this instrument from said **Cook**

Chicago Title & Insurance Company of said County is hereby appointed to be first successor in this trust, and if for any like cause the first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to **First Mortgage**

Witness the hand and seal of the Grantor this 5th day of

May 1988

Anna Mae Basarich (SEAL)

Please print or type name(s)
below signature(s).

(SEAL)

The instrument was prepared by **P. Rader - National Bank of Commerce - Berkeley, Illinois**
(NAME AND ADDRESS)
60163

UNOFFICIAL COPY

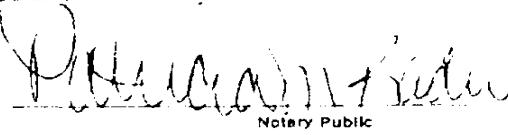
STATE OF Illinois _____ }
COUNTY OF Cook _____ } ss.

I, Patricia M. Rader, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Anna Mae Basarich, a widow,

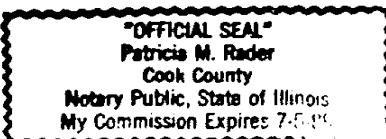
personally known to me to be the same person... whose name... is ... subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 5th day of May, 1988.

(Impress Seal Here)


Notary Public

Commission Expires July 5, 1989



MAY 12 1988 21673 8 88202927 - A - Rec 12.00

AS23122927

SECOND MORTGAGE
Trust Deed

To

MAIL TO:

National Bank of Commerce
5300 St. Charles Road
Berkeley, Illinois 60163

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